



M/0210008
Steve Alder

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

In the matter of the General Assignment
for the Benefit of Creditors of

CML METALS CORPORATION,

Assignor.

**NOTICE OF GENERAL ASSIGNMENT
FOR BENEFIT OF CREDITORS OF
CML METALS, CORP. AND
DEADLINE FOR SUBMITTING
CLAIMS**

Civil No. 160500464

**TO ALL CREDITORS OF CML METALS, CORPORATION AND OTHER PARTIES IN
INTEREST:**

PLEASE TAKE NOTICE that on August 24, 2016, CML Metals, Corporation (“**CML**”), a Utah corporation, as assignor, made a General Assignment for the Benefit of Creditors (the “**Assignment**”) to Guidepoint Management LLC of 13601 W. McMillan Rd. #102, PMB 320, Boise, ID 83713 (the “**Assignee**”), as assignee, pursuant to Utah Code Ann. § 6-1-1 through § 6-1-20, inclusive.

With the exception of the relationship created by the Assignment, CML and Assignee have no affiliation or prior relationship with each other.

Pursuant to the Assignment, CML transferred ownership of all of its rights in tangible and intangible assets (collectively, the “**Assets**”) to the Assignee for liquidation and distribution for the benefit of its creditors. The Assignee will liquidate the Assets and distribute the net liquidation proceeds to creditors of CML who timely submit claims as instructed below.

PLEASE TAKE FURTHER NOTICE that all entities asserting any claim against CML must timely submit a proof of claim with all proper supporting documentation to the addressee listed below no later than November 28, 2016 (the “**Claims Bar Date**”). A proof of claim form is enclosed with this Notice.

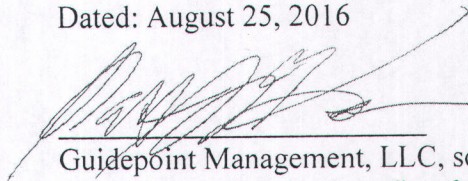
Under Utah Code Ann. § 6-1-6, "[t]he claims of all creditors, clearly and distinctly stated and sworn to by the claimant, or by some person acquainted with the facts . . . " and must include all evidence that the claimant would submit in support of its claim if the claim were objected to by another party in interest.

Claims must be sent by United States Postal Service or email as follows:

Guidepoint Management LLC
Re: CML Metals ABC
13601 W. McMillan Rd. #102
PMB 320
Boise, ID 83713
mmckinlay@guidepoint-mgt.org

PLEASE TAKE FURTHER NOTICE that any claimant who fails to timely submit a Proof of Claim Form so that it is **received** no later than the Claims Bar Date in accordance with the instructions set forth above shall be barred from sharing in any distribution of proceeds of the liquidation of the assets of CML and shall not receive any payment from the Assignee.

Dated: August 25, 2016



Guidepoint Management, LLC, solely in its capacity
as Assignee for the benefit of creditors of CML
Metals Corp.

Enclosures:

1. Assignment
2. Proof of Claim Form

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

In the matter of the General Assignment for the Benefit of Creditors of CML METALS CORPORATION, Assignor.	PROOF OF CLAIM FORM Civil No. 160500464
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All entities asserting any claim against CML Metals Corporation ("**CML**") must timely submit this Proof of Claim Form with all supporting documentation to the addressee listed below no later than November 28, 2016 (the "**Claims Bar Date**"). Any creditor who fails to submit a claim so that it is **received** no later than the Claims Bar Date will be barred from sharing in any distribution of proceeds of the liquidation of CML's assets of CML.

Name of Creditor		Account Number By Which Creditor Identifies CML
Creditor Address (where notices should be sent)		Other Creditor Identifying Information
Creditor Telephone Number	Creditor Email Address	
BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Retiree benefits <input type="checkbox"/> Services performed <input type="checkbox"/> Wages, salaries, and compensations (fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Unpaid compensation for services performed <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly _____) Date Debt Was Incurred _____	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check box if you have never received any notices from the court in this case. <input type="checkbox"/> Check box if you have never received any notices from the court in this case. <input type="checkbox"/> Check box if you have never received any notices from the court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	Amount of Claim (US\$) <input type="checkbox"/> Check box if the claim is secured If secured, describe property securing debt: <input type="checkbox"/> Check box if secured claim is perfected If perfected, describe means of perfection: <input type="checkbox"/> Check box if the claim is entitled to priority If priority, describe basis for priority:
I declare under penalty of perjury that the information on this Proof of Claim Form and any attachments is true and correct to the best of my knowledge and that the documentation and exhibits attached are true, correct, and complete copies of such documents.		
Print name of authorized signer:	Signature	Date

SUPPORTING DOCUMENTATION REQUIRED. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. Do not send original documents. Neither the Proof of Claim Form nor the supporting documentation will be returned to you. If copies of the documents are not available, explain. If the documents are voluminous or require an explanation, attach a summary. If additional evidence, such as witness testimony, publicly accessible documents, or otherwise are necessary to support your claim, please describe and refer to such additional evidence in an attachment. Do not include in your claim amount interest accruing from the date of the assignment, attorneys' fees, exemplary damages, or court costs not already awarded by a final order of a court of competent jurisdiction as of the date of this Assignment.

Claims must be sent by United States Postal Service or email as follows:

Guidepoint Management LLC
Re: CML Metals ABC
13601 W. McMillan Rd. #102
PMB 320
Boise, ID 83713

Assignment Page 1 of 30
Russell Shirts Washington County Recorder
08/24/2016 03:31:54 PM Fee \$68.00 By
COHNE KINGHORN, P.C.

Brian M. Rothschild, USB #15316
PARSONS BEHLE & LATIMER
201 South Main Street, Suite 1800
Salt Lake City, Utah 84111
Telephone: 801.532.1234
Facsimile: 801.536.6111
BRothschild@parsonsbehle.com

Attorneys for Assignor, CML Metals, Corporation

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

In the matter of the General Assignment
for the Benefit of Creditors of

CML METALS CORPORATION,

Assignor.

**GENERAL ASSIGNMENT FOR
BENEFIT OF CREDITORS OF
CML METALS, CORP. UNDER
UTAH CODE ANN. § 6-1-1 ET SEQ.**

Civil No. 16 C500464

CML METALS, CORPORATION ("*Assignor*" or "*CML*"), formerly known as Palladon Iron Corporation, has made a general assignment for the benefit of creditors to Guidepoint Management LLC (the "*Assignee*") under Utah Code Ann. § 6-1-1, *et seq.* The executed form of assignment is below. The Assignee will record the assignment in Washington County and Utah County and give the proper notices as required by Utah Code Ann. § 6-1-1, *et seq.* and as set forth more fully in the assignment.

DATED August 23, 2016.

PARSONS BEHLE & LATIMER

/s/ Brian M. Rothschild
Brian M. Rothschild

Attorneys for CML Metals, Corporation

RECORDED AT REQUEST OF,
AND WHEN RECORDED MAIL TO:

George Hofmann (10005)
Cohne Kinghorn, P.C.
111 East Broadway, 11th Floor
Salt Lake City, UT 84111
Telephone: (801) 363-4300

Attorneys for Assignee, Guidepoint Management LLC

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

In the matter of the General Assignment
for the Benefit of Creditors of

CML METALS CORPORATION,

Assignor.

**GENERAL ASSIGNMENT FOR
BENEFIT OF CREDITORS OF
CML METALS, CORP. UNDER
UTAH CODE ANN. § 6-1-1 ET SEQ.**

Civil No. 16 _____

I. GENERAL ASSIGNMENT

WITNESSETH:

WHEREAS, under Utah Code Ann. § 6-1-1, *et seq.*, CML METALS, CORPORATION ("Assignor" or "CML") formerly known as Palladon Iron Corporation, with its principal offices formerly located at 912 W. 1600 S. Suite 104, St. George, UT 84770 and its principal operations formerly in Cedar City, Iron County, Utah being indebted in the amounts and to those persons whose names appear on the list annexed as Exhibit A hereto, which debts it is unable to pay in full, and being desirous of making a fair distribution of all property and assets owned among all creditors who will consent to accept their proportionate share of Assignor's estate herein, share and share alike.

NOW THEREFORE, for and in consideration of the premises, the Assignor has granted, sold and conveyed, set over, and assigned and do by these presents sell, convey, assign and set over unto Guidepoint Management LLC ("*Assignee*"), of 13601 W. McMillan Rd. #102, PMB 320, Boise, ID 83713, its successors and assigns, all property, real and personal, and all assets, of whatsoever kind and description and wherever located, other than that which is by law exempt from execution, belonging to Assignor, including, without in any way limiting the general and absolute assignment of all of Assignor's assets and property, the following:

All accounts receivable, inventory, furniture, fixtures, and equipment, all cash on hand or in the bank, general intangibles, stock, promissory notes, all rights under any contracts, all rights to any refunds, rebates, or credits, all equitable rights, all setoffs, defenses, counterclaims, and recoupments, and all choses in action belonging to Assignor, which assets are more specifically described and attested to on Exhibit B hereto.

(the "*Assets*").

The Assets specifically include all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from the Assignor by the U.S. Treasury Department, the Utah State Tax Commission, and any other taxing authority. The Assignor agrees to sign and execute power of attorney or all other documents as required to enable said Assignee to file and prosecute, compromise and/or settle, all such claims before the Bureau of Internal Revenue, U.S. Treasury Department, and the Utah State Tax Commission, and any other taxing authority, and agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such check to the Assignee.

The Assets are assigned subject to all valid liens, claims and encumbrances thereon, "AS IS" and "WHERE IS" and without warranty or representation whatsoever including, without limitation, the warranties of merchantability and/or fitness for any particular purpose whatsoever,

provided however, that any warranties made by others for the benefit of the Assignor and any warranties made by others capable of being assigned by the Assignor are hereby assigned.

The Assignor hereby authorizes the forwarding of all of its mail by the U.S. Postal Service and any other delivery service as directed by the Assignee.

Assignor assigns all Assets, to have and to hold, to Assignee and its successors in trust for the benefit of all creditors of Assignor, provided however, that only those creditors who shall consent to and accept this assignment and receive, in full satisfaction of their allowed claim (as later determined by Assignee) shall have and take any benefit hereunder.

Assignee is hereby specially empowered to take possession of the Assets herein conveyed wherever same may be found. Further, "[A]ssignee may dispose of and sell all the estate assigned, real and personal, which the [Assignor] had at the time of the assignment, may sue for and recover in its own name everything belonging or appertaining to said estate, and generally do whatever the debtor might have done in the premises; but no sale of real estate belonging to said trust shall be made without notice published as in case of sales of real estate on execution, unless the court or judge shall otherwise order, and no such sales shall be valid until approved by the court or judge." Utah Code Ann. § 6-1-16.

II. POWER OF ATTORNEY

To accomplish the purposes of this assignment, Assignor hereby appoints Assignee its true and lawful attorney, irrevocable, with full power and authority to do all acts and things which may be necessary to carry out this assignment; to demand and recover from all persons all assets of the Estate; to sue for the recovery of such assets; to execute, acknowledge, and deliver all necessary deeds, instruments, and conveyances; and to appoint one or more attorneys under him to assist him in carrying out his duties hereunder. Further, on the date this assignment, the Assignee shall be deemed to be a representative of the Assignor with respect to all such potential

or actual claims, cases, controversies, causes of action, etc., and may settle, compromise, prosecute, and/or recover the proceeds of such causes of action (if any) for and on behalf of the creditors. Assignor hereby authorizes Assignee to sign the name of Assignor to any check, draft, promissory note, or other instrument in writing that is payable to the order of Assignor, or to sign the name of Assignor to any instrument in writing, whenever and to the extent necessary to carry out the purpose of this assignment.

III. SAVINGS CLAUSE

Notwithstanding anything else herein, if any provision of this assignment causes or tends to have the effect of voiding the general assignment for the benefit of creditors within the meaning of Utah Code Ann. § 6-1-2, such provision is null and void and without effect, and the assignment hereunder shall remain valid, absolute, and continuing.

IV. JURISDICTION AND VENUE

Under Utah Code Ann. § 6-1-3, this assignment, upon execution, has been or will be "recorded in the office of the recorder of the county where the property assigned is located" and "[a]s soon as such instrument is recorded it shall be filed, with the inventory and list of creditors, in the office of the clerk of the district court of the county in which the property so assigned is located; as shall all subsequent papers connected with such proceedings." Utah Code Ann. § 6-1-3.

The Assignor's principal remaining liquid asset is its bank account held at the St. George, Utah branch of Zions Bank. Accordingly, the Assignor has recorded or will record this assignment in the Office of the Recorder for Washington County prior to filing. Additionally, Assignor hereby authorizes Assignee to close its Zions Bank account and transfer the balance in that account to Assignee's own account. After recording, the Assignor will file this assignment in the District Court for the Fifth Judicial District, County of Washington, where the Court will

have jurisdiction to hear all matters concerning the Assignor, its assets, and its creditors' claims.

Utah Code Ann. § 6-1-3.

Nevertheless, because the Assignor's former principal place of operations and former operating assets were in Cedar City, Iron County, Utah, out of an abundance of caution Assignor has recorded or will record this assignment in the Office of the Recorder for Iron County.

V. NOTICES TO CREDITORS AND DEADLINES

Under Utah Code Ann. § 6-1-5(2), the Assignee shall, as soon as practical after the receipt of this assignment, notify the creditors scheduled on Exhibit A of the assignment using the form of notice attached as Exhibit C hereto (the "Notice"), and furnish such creditors the form of proof of claim/acceptance of benefits, in the form attached as Exhibit D hereto (the "*Proof of Claim Form*"), to be completed by such creditors and returned to the Assignee within 3 months of the mailing of the Notice (the "*Claims Bar Date*"). Utah Code Ann. § 6-1-5(2). Only those creditors who return their completed Proof of Claim Form before the Claims Bar Date shall be entitled to receive any benefit hereunder.

Under Utah Code Ann. § 6-1-5(1), the Assignee will cause to be published in the Deseret News and The Spectrum newspaper to be published once a week for six weeks the following notice:

ANNOUNCEMENT OF GENERAL ASSIGNMENT FOR THE
BENEFIT OF CREDITORS

AND NOTICE TO CREDITORS

Estate of CML Metals Corporation fka Palladon Iron Corporation

Utah Case No. 16 _____

[Assignee] has accepted and agreed to stand as Assignee of a general assignment for the benefit of creditors of the above-entitled estate under Utah Code Ann. § 6-1-1. Creditors of the estate are

hereby notified to deliver or mail their written claims to the Assignee to the following address:

George Hofmann (10005)
Cohne Kinghorn, P.C.
111 East Broadway, 11th Floor
Salt Lake City, UT 84111

no later than [date], the claims bar date, which is three (3) months after the date of the first publication of this notice or be forever barred.

Published in the [newspapers] [dates], 2016.

VI. CLAIMS ADMINISTRATION

A. Claims Filing Procedure

Under Utah Code Ann. § 6-1-6, "[t]he claims of all creditors, clearly and distinctly stated and sworn to by the claimant, or by some person acquainted with the facts, shall be filed with the [A]ssignee within three months of the date of the [Notice]."

ANY CREDITOR WHO FAILS TO FILE ITS PROOF OF CLAIM FORM WITH THE ASSIGNEE ON OR BEFORE THE CLAIMS BAR DATE WILL BE FOREVER BARRED FROM PARTICIPATING IN THE DISTRIBUTION OR BENEFITS OF THE ASSIGNMENT AND WILL BE FURTHER BARRED BY PRINCIPLES OF RES JUDICATA OTHER EQUITABLE DOCTRINES FROM ASSERTING ITS CLAIM IN ANY OTHER PROCEEDING.

B. Assignee's Report of Claims

Under Utah Code Ann. § 6-1-7, as soon as practicable after the Claims Bar Date, the Assignee "shall report and file with the clerk of the court a true and full list, under oath, of all such creditors of the assignor as shall have claimed to be such, with a statement of their claims, an affidavit of publication of notice, and a list of the creditors with their places of residence to whom notice has been sent by mail, and the date of mailing the same" (the "*Claims Report*").
Utah Code Ann. § 6-1-7.

The Assignee will electronically file the Claims Report with the Court and is not required to serve it on all parties in interest, provided, however that the Assignee will provide notice by mail of the Claims Report to any interested party who has appeared in the Court and requested such notice.

C. Claims Objection and Resolution Procedure

Under Utah Code Ann. § 6-1-8, “[a]ny person interested may appear within one month after such report is filed and contest the claim or demand of any creditor by written exceptions thereto filed with the clerk” (the “*Claims Objection Deadline*”). The clerk of the Court “shall forthwith cause notice thereof to be given to the creditor, which shall be served as in case of a summons and returnable at a time to be named therein, not less than 10 nor more than 40 days.”
Id.

Any claim for which no objection is filed by the Claims Objection Deadline will be deemed allowed in the amount in the Claims Report, and the Court will not entertain any late-filed objections thereto, subject to any extension of the Claims Objection Deadline granted by the Court.

The Assignee, in the exercise of its business judgment and considering its role as Assignee of the Assets for the benefit of creditors, may object to any claim that (1) contains insufficient documentation or other evidence of the bona fides of the claim; (2) is speculative, contingent, unliquidated, or otherwise not subject to reasonable estimation or valuation; or (3) is unenforceable against the Assignor or the Assignor’s Assets for any reason under applicable law. The Assignee or any timely objecting party in interest, solely for the purpose of claims determination, stands in the shoes of the Assignor and shall have any and all defenses that were or could have been available to the Assignor.

In any proceeding to determine the validity of a claim, the claimant shall have the burden of proof to establish a prima facie case for the validity of its claim. The claimant shall be limited to presenting only evidence that was (a) included or referred to with specificity in its timely filed Proof of Claim Form; (b) subject to judicial notice; or (3) is necessary to refute the objection filed against the claim and could not have reasonably been anticipated to have been necessary to prove the prima facie validity of the claim at the time of filing. The objecting party shall have the burden of proof on all affirmative defenses.

The Court shall hold a hearing and "proceed to hear the proofs and allegations of the parties in the matter and render such judgment thereon as shall be just." Utah Code Ann. § 6-1-8. In rendering such judgment, the Court may disallow, estimate, reduce, or subordinate, any claim in the exercise of its discretion. The Court's determination of the allowance of any claim is final and non-appealable.

VII. DISTRIBUTIONS AND DISPOSAL OF ASSETS

A. Accounting for Assets and Security

Under Utah Code Ann. § 6-1-4, the Assignee will file with the Court "a true and full inventory and valuation" and "shall then enter into bonds to the state for the use of the creditors in double the amount of the inventory and valuation, with one or more sureties" To the best of Assignor's knowledge and information, the approximate collectible value of the Assets is no more than \$60,000. Accordingly, under Utah Code Ann. § 6-1-4, the Assignee shall enter into a bond to secure its performance in the amount of \$120,000 as soon as practicable following this assignment. If, through the discovery of additional assets or facts, the approximate value of the Assets appears to be materially higher or lower than this estimate, the Assignee will increase or decrease the amount of this coverage in accordance with Utah Code Ann. § 6-1-4. The Assignee will file subsequent inventories only if additional substantial and material assets come into the

Assignee's hands and provide additional security as required by the Court. Utah Code Ann. § 6-1-14.

B. Distribution Timing

Under Utah Code Ann. § 6-1-12, "[t]he [A]ssignee shall dispose of all personal property and divide the proceeds of the same among the creditors as they may be entitled thereto within six months from the date of the assignment, unless further time is given for good cause by the court"

C. Distribution Priority Scheme

The Assignee will distribute the assets as follows:

First, the Assignee may deduct, charge, or pay from any Assets or proceeds (or to reimburse itself with respect to) all sums that Assignee may at its option pay for the discharge of any lien on any property.

Second, the Assignee may pay all expenses of administration, including indemnification to himself for all expenses and claims of creditors of the Assignor and/or those claiming by, through, or under the Assignor. The Assignee may hire and pay professionals, including, without limitation attorneys, accountants, appraisers, auctioneers, and brokers, without prior authorization, to perform services for the administration. The administrative costs and expenses shall include, without limitation, (a) reasonable compensation as set forth in Utah Code Ann. § 75-3-718 to Assignee for its services on behalf of the Estate at the customary hourly rates of the Assignee for similar services, which rate currently is \$250/hour; (b) reasonable compensation to the Assignee's professionals at their customary hourly rates for similar services or on such other reasonable basis as Assignee and such professional may agree; and (c) the direct payment or reimbursement of reasonable expenses, costs and disbursements of Assignee and its professionals reasonably incurred in performing services on behalf of the Assignee in the

discharge of its duties. Allowance and payment of the professional fees, costs, expenses and disbursements of Assignee and its professionals are subject to the approval of Assignee and shall be subject to court approval to the extent required by the Court or to the extent Assignee desires to obtain such Court approval. The Assignee is authorized to charge, in addition to out-of-pocket expenses, a docketing charge of \$2.00 per claim filed in this assignment and a storage charge of \$18.00 per box of records stored for up to 24 months and a storage charge of \$0.75 per box per month thereafter, provided however, that the Assignee shall not be required to maintain storage of the records of the Assignor for longer than 24 months from the date of this assignment.

Third, the Assignee may use any such proceeds or Assets to pay in full all taxes owing by the Assignor, whether or not any taxing authority has filed a claim. Utah Code Ann. § 6-1-9.

Fourth, the Assignee may use any such proceeds or Assets to pay the unpaid wages, salaries, or commissions, including vacation severance and sick leave pay earned by any individual entitled thereto.

Fifth, the Assignee thereafter may use any such proceeds or Assets, *pro rata*, to pay the unsecured creditors of the Assignor as their respective claims may exist, exclusive of interest accruing from the date of the assignment, attorneys' fees, exemplary damages, or court costs not already awarded by a final order of a court of competent jurisdiction as of the date of this Assignment. In the event that all debts and liabilities are paid in full, any funds of the Estate remaining shall be returned to Assignor.

D. Assignee's Power to Abandon Assets

The Assignee may abandon any asset he deems to be burdensome or of *de minimis* value without notice and without authorization of the Court.

VIII. MISCELLANEOUS

A. Tax Filings

Assignee shall have no obligation to file tax returns or other filings or respond to notices for any state or federal taxing authority for Assignor. Solely for tax purposes, the assignment shall be treated as a grantor trust for which Assignee is acting as trustee and for which the creditors are the beneficiaries. Neither this assignment nor any other document or action of the Assignor or Assignee is or shall be deemed to be tax advice to any creditor or any other person, and all such persons should consult their own tax advisor regarding the potential tax consequences of the assignment.

Without limiting the foregoing, the Assets specifically include all claims for refund or abatement of all excess taxes heretofore or hereafter assessed against or collected from Assignor by the U.S. Internal Revenue Service ("**IRS**") to which Assignor would be entitled. Assignor agrees to sign and execute power of attorney or other documents as required to enable Assignee to file, prosecute, compromise and/or settle all such claims before the IRS and agrees to endorse any refund checks relating to the prior operations of said Assignor's business and to deliver such check to the Assignee.

B. Authority to Make Assignment

The undersigned signatory on behalf of Assignor is a duly authorized representative of Assignor. All necessary corporate actions have been taken, and all necessary consents to this assignment were properly obtained prior under Utah law prior to making the assignment. If any defect is found in the authorization or consents under Utah law or any law, it shall have no effect on the absolute nature of the assignment, and all such defects may be cured *nunc pro tunc* without further approval or notice.

C. Litigation/Priority of Interest in Assets

Assignee is under no obligation to defend any claim or to appear or participate in any litigation involving Assignor. Any judgment obtained or execution made subsequent to the assignment is and shall be subordinated to the Assignee and the Assignee's obligation to distribute the proceeds of the Assets *pro rata* to holders of allowed claims as provided under Utah Code Ann. § 6-1-10. The subsequent making or perfection of a security interest against the Assets by any creditor shall be of lesser priority to the Assignor's interest in the Assets.

IX. ACCEPTANCE OF ASSIGNMENT

The undersigned Assignor herein, by these presents agrees in consideration of the premises herein and in consideration of the promise on the part of the Assignee named herein to faithfully execute and perform this assignment as required by Utah law, specifically, Utah Code Ann. § 6-1-1 through § 6-1-20, inclusive. In further consideration of the acceptance, it is understood that no liability exists, express or implied, as to the Assignee or any affiliate, officer, director, shareholder or any other entity, for any obligation of the Assignor except as any written guaranty signed by the party to be charged and that no such affiliate, officer, director, shareholder or any other entity assumes any such obligation by the making of this assignment. Assignor, in further consideration of Assignee's acceptance of this assignment, agrees to hold Assignee, his successors and assignees, harmless from any and all liability for damages from his faithful execution of such duties.

The invalidity of any part of this said agreement and conveyance shall operate only to vitiate that portion, and only that portion which is invalid, it being expressly declared by these presents and at this time that each sentence, portion of a sentence, and paragraph herein is separable and a unit capable of standing alone, and the striking out of any such portion of sentences, sentence and paragraph shall not operate to vitiate the instrument but such instrument

with the omissions of said portions shall be and the same is intended to be the contract and conveyance of the parties.

[Remainder of page intentionally left blank]

Executed on this 23 day of August, 2016, at Salt Lake City, Utah

ASSIGNOR, CML METALS CORPORATION

By: Chris Bradley
Chris Bradley
Authorized Agent for CML Metals,
Corporation

State of Utah) ss.
County of Salt Lake)

SUBSCRIBED AND SWORN before me this 23 day of August, 2016. by
Chris Bradley.

Alexa S. Baxter
Name: Alexa S. Baxter
Notary Public for Utah
Residing at Salt Lake County, UT
My commission expires _____



ACCEPTANCE OF ASSIGNMENT

The foregoing assignment and all its provisions, accepted and agreed to this 23 day, of August, 2016.

Executed on this 23 day of August 2016, at Ada County, Boise, ID

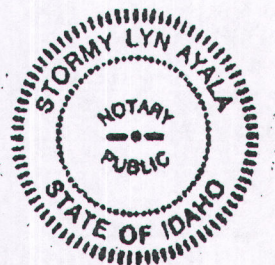
ASSIGNEE, GUIDEPOINT MANAGEMENT, LLC

By: [Signature]

Matthew McKinlay
Managing Director
Guidepoint Management, LLC

County of ADA) ss.

SUBSCRIBED AND SWORN before me this 23rd day of August, 2016.



[Signature]
Name: Stormy Lyn Ayala
Notary Public for Wells Fargo
Residing at Ada County
My commission expires 10-3-18

Exhibit A	List of Known Creditors and Claim Amounts
Exhibit B	List of Known Assets
Exhibit C	Form of Notice to Creditors of Assignment and Claims Bar Date
Exhibit D	Proof of Claim Form

Exhibit A

List of Known Assets

Asset Description	Location	Est. Value
Funds in checking account (CML Metals)	Zion's Bank, St. George, UT	\$51,656.00
Funds in checking account (PIC Railroad)	Zion's Bank, St. George, UT	\$185.39
Stock, PIC Railroad, Inc. d/b/a CML Railroad, Inc.	Uncertificated	0.00
Books and Records	Storage Facility, St. George	0.00
Chose in action, <i>CML Metals Corp. et al., v. First Union Rail</i> , (D. Utah, 2:15-cv-00152-JNP-DBP)	N/A	\$5,516,990.00 ¹
Security deposits securing reclamation obligations in favor of Utah Department of Oil, Gas, and Mines	UT US Bank Certificate of Deposit No. 3-531-0340-9689	\$1,482,100.00 ²
Security deposits securing reclamation obligations in favor of Utah Department of Oil, Gas, and Mines	Zion's Bank, St. George, Money Market Account No. 8912034	\$35,266.00 ³
Security deposits securing reclamation obligations in favor of Utah Department of Oil, Gas, and Mines	Morgan Stanley Basic Securities Account No. Account #612-117224-111	\$752,430.08 ⁴
Domain Name: "CML Metals"	Google business account	0.00

Insurance Policies		
Policy Effective Dates	Policy Type	Insurer
7/10/2013 - 7/10/2014	General Liability Policy	Arch Insurance
1/03/2014 - 1/03/2015	Property Policy	Ace American Ins. / Star Tech
7/10/2013 - 7/10/2014	Auto Insurance Policy	Arch Insurance
7/10/2013 - 7/10/2014	Workers Compensation Policy	Rockwood
7/10/2013 - 7/10/2014	Umbrella Liability Policy	Arch Insurance

¹ Face value of claim only. Value of chose in action may be subject to offset, dispute, compromise, and other risks/reductions.

² Face value of deposit only. Value, if any, realizable on security deposit is subject to completion by DOGM or CML of reclamation obligations and may be subject to claims of Black Iron, LLC, purchaser of certain of CML's assets.

³ Face value of deposit only. Value, if any, realizable on security deposit is subject to completion by DOGM or CML of reclamation obligations and may be subject to claims of Black Iron, LLC, purchaser of certain of CML's assets.

⁴ Face value of deposit only. Value, if any, realizable on security deposit is subject to completion by DOGM or CML of reclamation obligations and may be subject to claims of Black Iron, LLC, purchaser of certain of CML's assets.

2/24/2014 - 7/10/2014	Railroad rolling stock policy	Travelers Insurance
12/15/2013 - 12/15/2014	D&O/EPL policy	Travelers Insurance
12/15/2013 - 12/15/2014	Railroad liability policy	Liberty Surplus Lines
7/10/2014 - 7/10/2015	General Liability Policy	Arch Insurance
7/10/2014 - 7/10/2015	Property Policy	Ace American Ins. / Star Tech
7/10/2014 - 7/10/2015	Auto Insurance Policy	Arch Insurance
7/10/2014 - 7/10/2015	Workers Compensation Policy	Rockwood
7/10/2014 - 7/10/2015	Umbrella Liability Policy	Arch Insurance
12/15/2014 - 12/15/2015	Railroad Liability Policy	Liberty Surplus Lines
7/10/2014 - 6/1/2016	Railroad Rolling Stock Policy	Travelers Insurance
7/10/2015 - 7/10/2016	Property Policy	Travelers Insurance
12/15/2014 - 12/15/2015	D&O/EPL Policy	Arch Insurance
12/15/2015 - 12/15/2016	D&O/EPL Policy	Arch Insurance
7/10/2015 - 7/10/2016	General Liability Policy	Travelers Insurance
7/10/2015 - 7/10/2016	Umbrella Policy	Travelers Insurance

<u>Contracts and Leases</u>		
<u>Description</u>	<u>Counterparty</u>	<u>Est. Value</u>
Storage Unit Unit 311	Allstar Storage 896 Westridge Dr St. George, UT 84770	\$0
P.O. Box	United States Postal Service	\$0

[Remainder of page intentionally left blank]

I, Chris Bradley, attest that to the best of my knowledge, the above represents all of the assets of the Assignor, CML Metals Corporation.

ASSIGNOR, CML METALS CORPORATION

By: Chris Bradley
Chris Bradley
Authorized Agent for CML Metals,
Corporation

State of Utah) ss.
County of Salt Lake)

SUBSCRIBED AND SWORN before me this 23rd day of August, 2016.

Barbara R. McFarland
Name: Barbara R. McFarland
Notary Public for Utah
Residing at SL County Utah
My commission expires 6-29-17

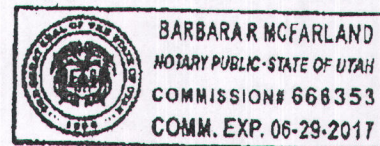


Exhibit B
List of Known Creditors and
Claim Amounts

KNOWN CREDITORS, CLAIM AMOUNTS, AND MAILING ADDRESSES⁵

Creditor	Basis for Claim	Amount	Creditor Address	Disput/Undisp.
AIRGAS USA LLC	Supplies	\$1,105.74	PO Box 1152, Tulsa, OK 74101	Undisputed
AMERICAN ARBITRATION ASSOCIATION	Dispute Resolution Services	\$2,040.00	120 Broadway, 21 st Floor, New York, NY 10721	Undisputed
AMERIGAS - CEDAR CITY	Utility - Natural Gas	\$111.44	PO Box 371473, Pittsburgh, PA 15250	Undisputed
ANDRITZ	Consulting work on hyperbaric fillers completed in March 2014	\$286,657.00	PO Box 120312, Dallas, TX 75312	Disputed
AT&T MOBILITY	Cell phone bill	-	PO Box 6463, Carol Stream, IL 60197	Undisputed
BALBOA CAPITAL	Lease on copy machine	\$1,333.28	220 Main Street, 11 th Floor, Irvine, CA 92614	Undisputed
BDO USA, LLP	Tax Services	\$1,130.45	PO Box 310601-0860, Pasadena, CA 91110	Undisputed
BLACK IRON, LLC	Meritless Lawsuit for Indemnification	NOTICE ONLY	C/O Dana T. Farmer SMITH KNOWLES, P.C. 2225 Washington Blvd., Suite 200 Ogden, UT 84401	NOTICE ONLY
BMC INDUSTRIES	Repairs on Centrifuge	\$132,592.65	PO Box 122, Bakersfield, CA 93302	Disputed
BROG DISTRIBUTORS	Office Copy Machine	\$131.58	2375 South West Temple, Salt Lake City, UT 84115	Undisputed
STATE BOARD OF EQUALIZATION	Railcar property taxes	\$6,632.90	PO Box 942857, Sacramento, CA 94257	Undisputed
CALIFORNIA FRANCHISE TAX BOARD	Taxing Authority	NOTICE ONLY	PO Box 942857, Sacramento, CA 94257	NOTICE ONLY
CORPORATION SERVICE COMPANY	Delaware Corporate Representatives	\$960.40	PO Box 13397, Philadelphia, PA 19101	Undisputed
DE LAGE LANDEN FINANCIAL SERVICES	Lease on copy machine	\$1,794.32	PO Box 41602, Philadelphia, PA 19101	Undisputed
DJB GAS SERVICES, INC.	Utility - Diesel Fuel	\$472.14	PO Box 1811, Salt Lake City, UT 84110	Undisputed
DURHAM JONES & PINEGAR, P.C.	Legal Services	\$17,474.19	111 East Broadway, Suite 900, Salt Lake City, UT 84111	Undisputed
EIDE BAILLY	Technology Consulting	\$38.75	5929 Fashion Pointe Drive, Suite 300, Ogden, UT 84403	Undisputed

⁵ All claims are believed to be unsecured.

Creditor	Basis for Claim	Amount	Creditor Address	Disput/Undisp.
FIRST UNION RAIL /aka HELMS PACIFIC LEASING aka WELLS FARGO RAIL CORP	Rail car leases	\$3,620,530.00	6250 River Road, Suite 5000, Rosemont, IL 60018	Disputed
HERO PLUMBING	Utility - Portable Toilet	\$184.08	PO Box 82, Cedar City, UT 84721	Undisputed
INDUSTRIAL PIPING PRODUCTS INC.	Pipe products purchased	\$580.37	PO Box 27395, Salt Lake City, UT 84127	Undisputed
INTERLINX COMMUNICATIONS, LLC	Internet services	\$450.00	912 West 1600 South, Suite B201, St George, UT 84770	Undisputed
K&D FAMILY, LLC	Rent of office space	\$9,615.73	PO Box 910069, Saint George, UT 84791	Undisputed
BETTRIDGE MANNATEC/FLEETCOR	Purchase of fuel for trucks	\$1,130.45	PO Box 105080, Atlanta, GA 30348	Undisputed
LUXOR CAPITAL	Payments made on behalf of CML Metals	\$50,000.00	767 5 th Avenue, New York, NY 10153	Undisputed
NALCO COMPANY	Purchase of flocculent chemicals	\$34,423.66	PO Box 70716, Chicago, IL 60673	Undisputed
NEVADA DEPARTMENT OF TAXATION	Railcar property taxes	\$3,581.65	1550 College Parkway, Suite 115, Carson City, NV 89706	Undisputed
PAC-VAN	Lease of office space at mine	\$7,255.04	75 Remittance Drive, Suite 3300, Chicago, IL 60675	Disputed
DALE GILBERT	Employee severance agreement	\$50,000.00	4549 North Painted Sky Drive, St. George, UT 84770	Undisputed
PEAK ALARM	Office alarm services	\$1,551.00	PO Box 27127, Salt Lake City, UT 84127	Undisputed
QUESTAR GAS	Utility - Natural Gas	\$40.04	PO Box 45841, Salt Lake City, UT 84139	Undisputed
RAILCAR MANAGEMENT LLC	Railcar maintenance II Program	\$15,587.00	3475 Piedmont Drive, Suite 250, Atlanta, GA 30305	Undisputed
RAILINC CORPORATION	Periodical subscription	\$683.18	PO Box 79860, Baltimore, MD 21279	Undisputed
ROCKY MTN. POWER STACY ROWLEY	Utility - Electrical Power Wrongful Death Lawsuit	\$9,368.52 NOTICE ONLY	PO Box 26000, Portland, OR 97256 c/o GALLIAN WELKER & BECKSTROM Michael I. Welker 965 East 700 South, Suite 305 St. George, Utah 84790	Undisputed Disputed
SAMUEL ENGINEERING, INC	Consulting services on engineering of plant	\$1,689,495.05	8450 East Crescent Parkway, Suite 200, Greenwood Village, CO 80111	Disputed
SGS NORTH AMERICA INC.	Iron ore testing services	\$105,099.54	PO Box 2502, Carol Stream, IL 60132	Undisputed
STAPLES CREDIT PLAN	Office supplies	\$2.03	PO Box 6403, Sioux Falls, SD 57117	Undisputed
STARKEY & ASSOCIATES	Engineering services for plant	\$7,700.00	344-115 George Street, Oakville, ON, Canada	Undisputed

Creditor	Basis for Claim	Amount	Creditor Address	Disput/Undisp.
CITY OF ST. GEORGE - UTILITIES	Utilities - Electricity	\$239.61	PO Box 1750, St George, UT 84771	Undisputed
TONAQUINT CAMPUS BUILDING B LLC	Rent of office space	\$8,304.80	912 W 1600 S, Suite 201, St George, UT 84770	Undisputed
TRAVELERS SERVICE CENTER	Insurance deductible	\$885.00	PO Box 1515, Spokane, WA 99210	Undisputed
UNITED STATES INTERNAL REVENUE SERVICE	Taxing Authority	NOTICE ONLY	Centralized Insolvency Operation, PO Box 21126, Philadelphia, PA 19114-0326	NOTICE ONLY
US BANK	Credit Cards	\$4,840.25	PO Box 790408, St Louis, MO 63179-0408	Undisputed
UTAH DEPARTMENT OF ENVIRONMENT (EPA)	Recurring weights and measures license	\$20.00	PO Box 144870, Salt Lake City, UT 84114	Undisputed
UTAH DEPARTMENT OF OIL GAS AND MINES		NOTICE ONLY	1594 West North Temple, Salt Lake City, UT 84116	
UTAH STATE TAX COMMISSION	Railcar Taxes	\$938.05	210 North 1950 West, Salt Lake City, UT 84134	Undisputed
WYOMING DEPARTMENT OF REVENUE	Railcar Taxes	\$1.00	122 West 25 th Street, Cheyenne, WY 82002	Undisputed

Exhibit C

Form of Notice to Creditors of Assignment and Claims Bar Date

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

In the matter of the General Assignment
for the Benefit of Creditors of

CML METALS CORPORATION,

Assignor.

**NOTICE OF GENERAL ASSIGNMENT
FOR BENEFIT OF CREDITORS OF
CML METALS, CORP. AND
DEADLINE FOR SUBMITTING
CLAIMS**

Civil No. _____

**TO ALL CREDITORS OF CML METALS, CORPORATION AND OTHER PARTIES IN
INTEREST:**

PLEASE TAKE NOTICE that on August ___, 2016, CML Metals, Corporation ("**CML**"), a Utah corporation, as assignor, made a General Assignment for the Benefit of Creditors (the "**Assignment**") to Guidepoint Management LLC of 13601 W. McMillan Rd. #102, PMB 320, Boise, ID 83713 (the "**Assignee**"), as assignee, pursuant to Utah Code Ann. § 6-1-1 through § 6-1-20, inclusive.

With the exception of the relationship created by the Assignment, CML and Assignee have no affiliation or prior relationship with each other.

Pursuant to the Assignment, CML transferred ownership of all of its rights in tangible and intangible assets (collectively, the "**Assets**") to the Assignee for liquidation and distribution for the benefit of its creditors. The Assignee will liquidate the Assets and distribute the net liquidation proceeds to creditors of CML who timely submit claims as instructed below.

PLEASE TAKE FURTHER NOTICE that all entities asserting any claim against CML must

timely submit a proof of claim with all proper supporting documentation to the addressee listed below no later than _____, 2016 (the "**Claims Bar Date**"). A proof of claim form is enclosed with this Notice.

Under Utah Code Ann. § 6-1-6, "[t]he claims of all creditors, clearly and distinctly stated and sworn to by the claimant, or by some person acquainted with the facts . . ." and must include all evidence that the claimant would submit in support of its claim if the claim were objected to by another party in interest.

Claims must be sent by United States Postal Service or email as follows:

Guidepoint Management LLC
Re: CML Metals ABC
13601 W. McMillan Rd. #102
PMB 320
Boise, ID 83713

PLEASE TAKE FURTHER NOTICE that any claimant who fails to timely submit a Proof of Claim Form so that it is received no later than the Claims Bar Date in accordance with the instructions set forth above shall be barred from sharing in any distribution of proceeds of the liquidation of the assets of CML and shall not receive any payment from the Assignee.

Dated: August [], 2015

Guidepoint Management, LLC, solely in its capacity as Assignee for the benefit of creditors of CML Metals Corp.

Enclosures:

1. Assignment
2. Proof of Claim Form

Exhibit D
Proof of Claim Form

IN THE FIFTH JUDICIAL DISTRICT COURT
FOR THE COUNTY OF WASHINGTON, STATE OF UTAH

In the matter of the General Assignment for the Benefit of Creditors of CML METALS CORPORATION, Assignor.	PROOF OF CLAIM FORM Civil No.
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All entities asserting any claim against CML Metals Corporation ("**CML**") must timely submit this Proof of Claim Form with all supporting documentation to the addressee listed below no later than _____, 2016 (the "**Claims Bar Date**"). Any creditor who fails to submit a claim so that it is received no later than the Claims Bar Date will be barred from sharing in any distribution of proceeds of the liquidation of CML's assets of CML.

Name of Creditor		Account Number By Which Creditor Identifies CML
Creditor Address (where notices should be sent)		Other Creditor Identifying Information
Creditor Telephone Number	Creditor Email Address	
BASIS FOR CLAIM: <input type="checkbox"/> Goods sold <input type="checkbox"/> Retiree benefits <input type="checkbox"/> Services performed <input type="checkbox"/> Wages, salaries, and compensations (fill out below) <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Unpaid compensation for services performed <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) Date Debt Was Incurred _____	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. Check box if you have never received any notices from the court in this case. <input type="checkbox"/> Check box if you have never received any notices from the court in this case. <input type="checkbox"/> Check box if you have never received any notices from the court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	Amount of Claim (US\$) <input type="checkbox"/> Check box if the claim is secured. If secured, describe property securing debt: <input type="checkbox"/> Check box if secured claim is perfected. If perfected, describe means of perfection: <input type="checkbox"/> Check box if the claim is entitled to priority. If priority, describe basis for priority:
	I declare under penalty of perjury that the information on this Proof of Claim Form and any attachments is true and correct to the best of my knowledge and that the documentation and exhibits attached are true, correct, and complete copies of such documents.	
Print name of authorized signer:	Signature	Date

SUPPORTING DOCUMENTATION REQUIRED. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. Do not send original documents. Neither the Proof of Claim Form nor the supporting documentation will be returned to you. If copies of the documents are not available, explain. If the documents are voluminous or require an explanation, attach a summary. If additional evidence, such as witness testimony, publicly accessible documents, or otherwise are necessary to support your claim, please describe and refer to such additional evidence in an attachment. Do not include in your claim amount interest accruing from the date of the assignment, attorneys' fees, exemplary damages, or court costs not already awarded by a final order of a court of competent jurisdiction as of the date of this Assignment.

Claims must be sent by United States Postal Service or email as follows:

Guidepoint Management LLC
Re: CML Metals ABC
13601 W. McMillan Rd. #102
PMB 320
Boise, ID 83713